

ALLONGE DATED AS OF NOVEMBER __, 2002, ATTACHED TO
\$4,880,000 SOLID WASTE MANAGEMENT SYSTEM REVENUE BONDS,
SERIES 1993, DATED JULY 13, 1993,
PAYABLE TO VIRGINIA RESOURCES AUTHORITY

Pursuant to the Resolution of the County of Fauquier, Virginia (the "County"), on October __, 2002:

(a) The interest rate on this Bond is reduced from ____% per annum to ____% per annum beginning on _____, 2002;

(b) [principal reduction if necessary];

(c) [adjust payment dates if necessary]

(d) The County agrees to waive any right of optional redemption except in accordance with the Amendment Agreement dated as of October 15, 2002 between the County and Virginia Resources Authority. Paragraphs 8, 10 and 11 of this Bond are deleted.

(e) [If surety bond for Capital Reserve Fund] The following is added as the third and fourth paragraphs of this Bond:

If any failure of the County to pay all or any portion of any required payment of the principal of or premium, if any, or interest on this Bond results in a withdrawal from the Capital Reserve Fund and/or a drawing on any CRF Credit Facility (as defined in the Indenture), the interest rates applicable to this Bond shall be increased to interest rates sufficient to reimburse the Capital Reserve Fund for any foregone investment earnings on the funds withdrawn therefrom and/or pay any interest, fees or penalties assessed by the CRF Credit Provider (as defined in the Indenture) as a result of the drawing on the CRF Credit Facility. The increment of interest payable pursuant to the increase in rates shall be referred to as "Supplemental Interest." The County's obligation to pay Supplemental Interest shall commence on the date of the Virginia Resource Authority's (the "Authority") withdrawal of funds from the Capital Reserve Fund or the drawing on the CRF Credit Facility occasioned by the County's failure to pay a required payment or portion thereof as described above (the "Supplemental Interest Commencement Date"). The County's obligation to pay Supplemental Interest shall terminate on the date on which the County remedies such failure to pay by making all payments required but outstanding since the date of such failure to pay (the "Supplemental Interest Termination Date"). From the Supplemental Interest Commencement Date to the Supplemental Interest Termination Date, Supplemental Interest shall be due and

payable on the regularly scheduled interest payment dates provided for in this Bond. As soon as reasonably possible after the Supplemental Interest Commencement Date and before the next regularly scheduled interest payment date provided for in this Bond, the Authority shall deliver to the County a certificate as to the increase in interest rates and the amount of Supplemental Interest. The certificate shall set forth in reasonable detail the basis for the increase in interest rates and the manner of calculation of the increase and the amount of Supplemental Interest. Such certificate shall be conclusive (absent manifest error) as to the interest rate increase and amount of Supplemental Interest set forth therein. In determining the interest rate increase and the amount of Supplemental Interest, the Authority may use any reasonable averaging and attribution methods.

The County's obligations to pay the amounts described above and to make payments as scheduled under this Bond shall not be discharged in whole or in part by any transfer made by the Trustee from the Capital Reserve Fund or drawing on a CRF Credit Facility pursuant to the Indenture. The County will remain obligated to make its payments under this Bond.

(SEAL)

Chairman, Board of Supervisors of the
County of Fauquier, Virginia

ATTEST:

Clerk to the Board of Supervisors of the
County of Fauquier, Virginia

Virginia Resources Authority hereby agrees to such amendments to this Bond.

APPROVED:

VIRGINIA RESOURCES AUTHORITY

By_____

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